# **EXHIBIT 9**

AFM-2015-1 PRO CO 4100 (4/15)

#### CONDOMINIUM ENDORSEMENT

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of this Policy remain unchanged.

#### 1. Condominium Maintenance Fees

This Policy covers the actual loss incurred by the Insured of condominium maintenance fees that the Insured is unable to collect during the Period of Liability as a direct result of insured physical loss or damage to insured property.

Condominium Maintenance Fees Exclusion: As respects Condominium Maintenance Fees, the following additional exclusions apply:

This Policy excludes:

a) Loss caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

The Period of Liability for this coverage will be:

The period of time:

- a) Starting from the time of insured physical loss or damage; and
- b) Ending when, with due diligence and dispatch, the lost or damaged property could be repaired or replaced and made tenantable under the same or equivalent physical conditions that existed prior to the loss or damage.

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PRO CO 3100 (10/09), and other form filings, as noted within each section in brackets

#### 6. Condominium Maintenance Fees:

This policy is extended to cover the actual loss of condominium maintenance fees that the Insured is unable to collect as a result of direct physical loss or damage to insured property.

Coverage is provided from:

a) The period from the time of direct physical loss or damage insured by this policy;

To the time;

- b) When, with due diligence and dispatch, physically damaged property could be:
- 1) Repaired or replaced; and
- 2) Made tenantable under the same or equivalent physical conditions that existed prior to such damage;

Not to be limited by the expiration date of this policy.

Condominium Maintenance Fees do not cover:

- a) Loss during any period when maintenance services would not have been maintained or provided.
- b) Any increase in loss due to the suspension, cancellation, or lapse of any lease, contract, license, or order.
- c) Any loss due to:

	(1) Fines or damages for breach of contract.
	(2) Late or non-compliance of orders or penalties of any nature whatsoever.
	(3) Any other consequential or remote loss.
	d) Any loss resulting from loss or damage to property in transit.
	e) Any loss resulting from physical loss or damage to any property caused by or resulting from terrorism.
2 Contingent Preparty Cavarage	COTOTISHI.
2. Contingent Property Coverage	
This Policy covers Real Property that is the	
contractual responsibility of the Insured's	
lessee to insure for physical loss or damage of	
the type insured when:	
a) The lessee fails to maintain such insurance;	
or	
b) Such insurance is uncollectible due to the	
insolvency of the lessee's insurer.	
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Contingent Property Coverage Exclusion: As	
respects Contingent Property Coverage, the	
following additional exclusions apply:	
This Policy excludes:	
This Policy excludes:	
a) The difference in definitions, perils,	
conditions or coverages stated in the lessee's	
policy and this Policy.	
policy and this rolley.	
b) The difference in the limit(s) of liability	
stated in the lessee's policy and this Policy.	
stated in the lessee's policy and this rolley.	
Contingent Property Coverage will not apply	
as contributing insurance with the lessee's	
policy.	
3. Down Zoning and Rezoning	
This Policy covers the cost to repair, replace or	
rebuild buildings, structures, machinery or	
equipment that the Insured is prohibited from	
equipment that the modified is prombited from	

repairing, replacing or rebuilding to the same height, floor area, number of units, configuration, occupancy or operating capacity, and such prohibition is a direct result of the enforcement of any law or ordinance that:

- a) Regulates the construction, repair, replacement or use of buildings, structures, machinery or equipment;
- b) Is enforced as a direct result of insured physical loss or damage at a described location; and
- c) Is in force at the time of such loss or damage.

Down Zoning and Rezoning Exclusion: As respects Down Zoning and Rezoning, the following additional exclusions apply:

This Policy does not cover:

a) Any cost incurred as a direct or indirect result of enforcement of any law or ordinance regulating any form of contamination.

Down Zoning and Rezoning Valuation: On property insured under this coverage, the loss amount will be the difference between:

- a) The actual cash value; and
- b) The cost that would have been incurred to repair, replace or rebuild such lost or damaged property had such law or ordinance not been enforced at the time of loss.

### 4. Emergency Evacuation Expense

This Policy covers the reasonable and necessary costs incurred by the Insured for the emergency evacuation and subsequent return of tenants or lawful occupants when the Insured's management, using reasonable discretion, or a civil authority orders the emergency evacuation of a described location

# [PRO RE 3100 (10/09), D.] 19. Emergency Vacating Expense:

This policy is extended to cover the reasonable vacating expenses incurred by the Insured when an authorized governmental agency or other similar authority orders the emergency evacuation of:

as a direct result of immediately impending physical loss or damage of the type insured by this Policy.

Emergency Evacuation Expense Exclusions: As respects Emergency Evacuation Expense, the following additional exclusions apply:

This Policy excludes:

- a) The cost to move personal property of tenants or lawful occupants.
- b) The cost of temporary or permanent housing or lodging.
- c) Loss caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

#### 5. Tenant Relocation Expense

This Policy covers the reasonable and necessary tenant relocation expenses incurred by the Insured to relocate and return tenants or lawful occupants to other quarters within this Policy's Territory when rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage insured by this Policy.

Tenant Relocation Expense Exclusions: As respects Tenant Relocation Expense, the following additional exclusions apply:

This Policy excludes:

a) Loss caused by the termination of a lease or other agreement.

- a) Residents; tenants; or
- b) Lawful occupants;

From a described location as a result of immediately impending direct physical loss or damage insured by this policy that threatens imminent physical danger or loss of life to such residents; tenants; or occupants.

No coverage is provided if the evacuation results from:

- a) A planned evacuation drill;
- b) Evacuation of any resident because of a medical condition(s);
- c) A false alarm; or
- d) Terrorism or immediately impending terrorism.

#### 24. Tenants Relocation Expense:

This policy is extended to cover relocation expenses incurred by the Insured to relocate:

- a) Residents; tenants; or
- b) Lawful occupants;

To other quarters in the shortest possible time when rented space or living quarter(s) at a described location are made uninhabitable as a result of direct physical loss or damage insured by this policy.

Coverage is provided for the reasonable and necessary expense of:

a) Packing, sorting, and transportation cost for personal property;

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- b) Security deposits, rent or other payments made to the landlord or lessors of the new quarters.
- c) Down payments, purchase price, legal fees and closing costs for the purchase of new quarters.
- d) The cost of permanent housing or lodging.
- e) Loss or damage caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

For purposes of this coverage, tenant relocation expenses means the cost to:

- a) Pack and transport personal property of the type insured of tenants or lawful occupants.
- b) Store such personal property while awaiting possession of other quarters or restoration of existing quarters.
- c) Search for new quarters.
- d) Disconnect and reconnect fixtures and equipment.
- e) Re-establish new utility services less refunds from discontinued services.

- b) Reestablishing new utility services, less refunds from discontinued services, at the damaged location;
- c) Searching for new quarters;
- d) Disconnecting and reconnecting fixtures and equipment; and
- e) Storage costs while awaiting possession of other quarters or restoration of existing quarters.

No coverage is provided for:

- a) Loss caused by the termination of a lease or other agreement;
- b) Security deposits or other payments made to the landlord or lessors of the new quarters;
- c) Down payments, legal fees and closing costs for the purchase of new quarters; or
- d) Expenses resulting when rented space or living quarter(s) are made uninhabitable as a direct result of direct physical loss or damage caused by or resulting from terrorism.

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#### **EDUCATION ENDORSEMENT**

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of this Policy remain unchanged.

#### 1. Emergency Evacuation Expense

This Policy covers the reasonable and necessary costs incurred by the Insured for the emergency evacuation and subsequent return of students, teachers, tenants or lawful occupants when the Insured's management, using reasonable discretion, or a civil authority orders the emergency evacuation of a described location as a direct result of immediately impending physical loss or damage of the type insured by this Policy.

Emergency Evacuation Expense Exclusions: As respects Emergency Evacuation Expense, the following additional exclusions apply:

This Policy excludes:

- a) The cost to move personal property of students, teachers, tenants or lawful occupants.
- b) The cost of temporary or permanent housing or lodging.
- c) Loss caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

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PRO ED 3100 (10/09), and other form filings, as noted within each section in brackets

# [PRO RE 3100 (10/09), D.] 19. Emergency Vacating Expense:

This policy is extended to cover the reasonable vacating expenses incurred by the Insured when an authorized governmental agency or other similar authority orders the emergency evacuation of:

- a) Residents; tenants; or
- b) Lawful occupants;

From a described location as a result of immediately impending direct physical loss or damage insured by this policy that threatens imminent physical danger or loss of life to such residents; tenants; or occupants.

No coverage is provided if the evacuation results from:

- a) A planned evacuation drill;
- b) Evacuation of any resident because of a medical condition(s);
- c) A false alarm; or
- d) Terrorism or immediately impending terrorism.

#### 2. Fund Raising Expense

This Policy covers the expenses incurred by the Insured for fund raising activities or events when such fund raising activities or events are postponed or cancelled as a direct result of insured physical loss or damage to insured property at a location.

#### 3. Prizes and Giveaways

This Policy covers motor vehicles and watercraft that are prizes and giveaways in the Insured's fund raising activities or events, while anywhere within this Policy's Territory, including while in transit.

# 4. Professional Employee Replacement Expense

This Policy covers the reasonable and necessary additional expenses above those normally incurred by the Insured during the

# [GP-EE HC 3240 (08/11) and GE-EE HC 3200 (08/11), 5.] I. Fund Raising Expense:

This policy is extended to cover the actual loss sustained of fixed charges and expenses related to fund raising activities or events, when such fund raising activities or events are interrupted or cancelled as a direct result of direct physical loss or damage of the type insured by this policy to property not excluded by this policy.

# [PRO HC 3100 (10/09), D.] 19. Prizes and Giveaways:

This policy is extended to cover direct physical loss or damage insured by this policy to real and personal property of the type insured, including motor vehicles and watercraft, that are prizes or giveaways in the Insured's fund raising activities or events.

Section E., Property Excluded Items 7 & 8 are amended as follows:

- 7. Motor vehicles licensed for highway use or owned by officers and employees of the Insured, except motor vehicles that are prizes or giveaways in the Insured's fund raising activities or events.
- 8. Satellites, aircraft, and watercraft; except if on land, unfueled, manufactured by the Insured, at a location and prior to being sold, but coverage is provided for watercraft that are prizes or giveaways in the Insured's fund raising activities or events.

Coverage provided by this extension is limited to property while located within: the fifty (50) United States; District of Columbia; Commonwealth of Puerto Rico; U. S. Virgin Islands; and Canada.

# [GP-EE HC 3240 (08/11) and GE-EE HC 3200 (08/11), 5.] J. Professional Employee Replacement Expense:

This policy is extended to cover the reasonable and necessary expense to replace professional employees, including but not limited to;

Period of Liability to replace professional employees consisting of:

- a) Administrators;
- b) Professors;
- c) Teachers; and
- d) Research personnel,

Who have resigned as a direct result of insured physical loss or damage to insured property at a location.

Professional Employee Replacement Expense Exclusions: As respects Professional Employee Replacement Expense, the following additional exclusions apply:

This Policy does not insure:

- a) The cost of replacing third party contract employees or rehiring former employees who were employed by the Insured at the time of loss.
- 5. Research and Development Animals and Experiments

This Policy covers the following while at a described location:

- a) Research animals that are used in the Insured's research and development projects when such animals are fatally injured or their destruction is made necessary due to injuries as a direct result of insured physical loss or damage.
- b) Insured physical loss or damage to research experiments

Research and Development Animal and Experiments Exclusions: As respects Research and Development Animals and Experiments, the following additional exclusions apply:

- 1) Administrators;
- 2) Doctors;
- 3) Nurses; and
- 4) Research personnel;

Who resigned as a direct result of direct physical loss or damage insured by this policy to property not excluded by this policy at a location and when the period of interruption resulting from such loss or damage exceeds thirty (30) consecutive days.

This expense does not extend to third party contract employees or the rehiring of former employees who were employed by the Insured at the time of loss. Expenses incurred by the Insured for recruiting and advertising for professional employees before and after the loss or damage will be taken into consideration by this company.

#### 26. Research and Development:

a) Research Animals

This policy is extended to cover:

- 1) Direct physical loss or damage insured by this policy at a described location to research animals used in the Insured's research and development projects. This coverage applies only if such animals are fatally injured or their destruction is made necessary due to such loss or damage; and
- 2) Project restoration costs.

Project restorations costs will be covered from the time of such physical loss or damage until the research animals are restored to the same degree of completion as existed prior to such physical

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following:

a) Sickness, disease, infection, infestation, death, destruction, injury, or any medical condition, all from natural causes; escape; failure to provide adequate care, nourishment, medicine or sanitary conditions; contamination of animals, food or medicine; errors in testing, experimenting or other work performed.

Research and Development Animals and Experiments Valuation: On property insured under this coverage, the loss amount will not exceed the following:

- a) On research animals, the purchase price of commercially available laboratory animals plus project restoration costs. If the research animal is not replaced or the project not restored, the purchase price of commercially available laboratory animal.
- b) On research experiments, the cost to repair, replace or restore the research experiments with others of like kind and quality plus project restoration costs. If the research experiment is not replaced or the project not restored, the replacement cost of the stock and supplies.
- c) Project restoration costs shall be limited to a 24 month period.

For purposes of this coverage:

Project restoration costs means the costs of researching, gathering and/or assembling information to restore the research animals or research experiments to the same degree of completion as existed prior to physical loss or damage insured by this Policy.

loss or damage, but for no more than 24 months from the date of such physical loss or damage.

b) Research Experiments

This policy is extended to cover:

- 1) Direct physical loss or damage insured by this policy at a described location to research experiments; and
- 2) Project restoration costs.

Project restorations costs will be covered from the time of such physical loss or damage until the research experiments are restored to the same degree of completion as existed prior to such physical loss or damage, but for no more than 24 months from the date of such physical loss or damage.

This extension of coverage does not insure against loss or damage caused directly or indirectly by or resulting from the following, regardless of any other cause or event whether or not insured under this policy that contributes concurrently or in any sequence to the loss:

Sickness, disease, infection, infestation, death, destruction, injury, or any medical condition, all from natural causes; escape; failure to provide adequate care, nourishment, medicine or sanitary conditions; errors in testing, experimenting or other work performed; and contamination.

Research experiments means supplies, materials or equipment that are used or consumed solely in the research and development project.

# 6. Students and Teachers Personal Property

This Policy covers personal property of the type insured of students and teachers while at a described location, when such personal property is not in the Insured's custody.

### 7. Students and Teachers Relocation Expense

This Policy covers the reasonable and necessary students and teachers relocation expenses incurred by the Insured to relocate and return resident students, teachers, tenants or lawful occupants to other quarters within this Policy's Territory when student dorm rooms, rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage insured by this Policy.

Students and Teachers Relocation Expense Exclusions: As respects Student and Teacher Relocation Expense, the following additional exclusions apply:

This Policy excludes:

- a) Loss caused by the termination of a lease or other agreement.
- b) Security deposits, rent or other payments made to the landlord or lessors of the new quarters.
- c) Down payments, purchase price, legal fees and closing costs for the purchase of new quarters.
- d) The cost of permanent housing or lodging.
- e) Loss or damage caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

#### 27. Personal Property of Students and Teachers:

This policy is extended to cover the personal property of registered students and teachers employed by the Insured while at a described location.

# [PRO CO 3100 (10/09), D.] 24. Tenants Relocation Expense:

This policy is extended to cover relocation expenses incurred by the Insured to relocate:

- a) Residents; tenants; or
- b) Lawful occupants;

To other quarters in the shortest possible time when rented space or living quarter(s) at a described location are made uninhabitable as a result of direct physical loss or damage insured by this policy.

Coverage is provided for the reasonable and necessary expense of:

- a) Packing, sorting, and transportation cost for personal property;
- b) Reestablishing new utility services, less refunds from discontinued services, at the damaged location;
- c) Searching for new quarters;
- d) Disconnecting and reconnecting fixtures and equipment; and
- e) Storage costs while awaiting possession of other quarters or restoration of existing quarters.

No coverage is provided for:

a) Loss caused by the termination of a lease or other agreement;

For purposes of this coverage, students and teachers relocation expenses means the cost to:

- a) Pack and transport personal property of the type insured of resident students, teachers, tenants or lawful occupants.
- b) Store such personal property while awaiting possession of other quarters or restoration of existing quarters.
- c) Search for new quarters.
- d) Disconnect and reconnect fixtures and equipment.
- e) Re-establish new utility services less refunds from discontinued services.

#### 8. Tuition and Fees:

Measurement of Loss:

- a) The recoverable Tuition and Fees loss is the actual loss sustained by the Insured of the following during the Period of Liability:
- i) Tuition and fees which are prevented from being earned or received.
- ii) Other income derived from:
- (i) Routine and special services.
- (ii) Other operating and non-operating revenues, including but not limited to:
- (a) Research grants.
- (b) Income under research contracts all dependent on continued operations.
- (iii) Less cost of goods, supplies or services sold or purchased which do not continue under contract.

- b) Security deposits or other payments made to the landlord or lessors of the new quarters;
- c) Down payments, legal fees and closing costs for the purchase of new quarters; or
- d) Expenses resulting when rented space or living quarter(s) are made uninhabitable as a direct result of direct physical loss or damage caused by or resulting from terrorism.

# [GE-EE ED 3200 (08/11)] 3. Period of Interruption

For the purpose of determining the loss payable under this endorsement due to an interruption of production or business operations or services at a location directly resulting from direct physical loss or damage of the type insured by this policy, this company will apply the following:

- A. For Tuition and Fees: The period of interruption is:
- 1) The period from the time of such loss or damage;
- 2) To the time when, with due diligence and dispatch, such lost or damaged property could be repaired or replaced and made ready for production or business operations or services under the same or equivalent physical operating conditions at the location that existed prior to such loss or damage; and

If such period of time for ends within thirty (30) days immediately preceding the beginning of the next school term, then the period of interruption

The Period of Liability for this coverage will be:

The period of time:

- a) Starting from the time of insured physical loss or damage; and
- b) Ending the day before the beginning of the school period immediately following the time when, with due diligence and dispatch, the building and equipment could be:
- i) Repaired or replaced; and
- ii) Made ready for operations;

Under the same or equivalent physical and operating conditions that existed prior to the loss or damage,

c) However, when the period of repairing or replacing damaged building and equipment ends within 30 days immediately preceding the beginning of the first school period specified, the Period of Liability is extended to end on the day before the beginning of the second school period.

For purposes of this coverage, school period means the segment (semester, trimester, quarter etc.) of the academic year during which an academic credit may be earned.

is extended for the additional time to restore the Insured's business, with due diligence and dispatch, to the probable experience that would have existed had there been no such loss or damage causing an interruption of production or business operations or services. This additional time will not exceed 365 days.

[GP-EE ED 3240 (08/11)] 3. Period of Indemnity For the purpose of determining the loss payable under this endorsement, due to an interruption of business operations or services at a location directly resulting from direct physical loss or damage of the type insured by this policy, this company will apply the following:

- A. For Tuition and Fees: The period of indemnity is:
- 1) The period from the time of such loss or damage; and
- 2) Ending no later than twelve (12) months (or as amended in the declaration section) thereafter during which period business operations are directly affected by such loss or damage; and

If such period of time ends within 1 month immediately preceding the beginning of the next school term, then the period of indemnity is extended for the additional time to restore the Insured's business, with due diligence and dispatch, to the probable experience that would have existed had there been no such loss or damage causing an interruption of business operations or services. This additional time will not exceed twelve (12) months.

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#### **HEALTHCARE ENDORSEMENT**

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of this Policy remain unchanged.

#### 1. Change of Temperature

Change of Temperature under Additional Property Damage Coverages in the Property Damage section of this Policy is replaced with the following:

This Policy covers spoilage of insured stock and supplies due to:

a) Changes of temperature or changes in relative humidity,

Directly resulting from an accidental event at a location.

# 2. Communicable Disease Cleanup, Removal And Disposal

If an order of an authorized governmental agency prohibits access to a described location as a result of the enforcement of any law or ordinance regulating the actual, not suspected, presence of communicable disease, this Policy covers the reasonable and necessary costs incurred by the Insured for the cleanup, removal and disposal of the actual, not suspected, presence of communicable diseases from insured property at the described location and to restore such insured property at the described location, to satisfy the minimum requirements of the enforcement of any law or ordinance regulating communicable disease provided:

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PRO HC 3100 (10/09), and other form filings, as noted within each section in brackets

#### 29. Change in Temperature:

This policy is extended to cover spoilage of insured medical supplies and foodstuff due to:

- a) Dampness or dryness of atmosphere;
- b) Freezing;
- c) Changes of temperature; or
- d) Change in texture;

Directly resulting from an accidental event at a described location.

This extension does not apply to research animals.

#### 28. Interruption by Communicable Disease:

This policy is extended to cover the reasonable and necessary expenses incurred by the Insured to:

- a) Clean up, remove, and dispose of communicable diseases from insured property at a described location; and
- b) Restore the premises;

In a manner to satisfy the minimum requirements of any law or ordinance regulating communicable diseases.

This policy is also extended to cover business interruption (if provided) loss directly resulting from items a) and b) above.

- a) That there is an actual spread of communicable diseases beyond that area where such disease is normally present at the described location; and
- b) Such order is the direct result of the enforcement of any law or ordinance regulating the actual, not suspected, spread of communicable disease at the described location.

This Policy also covers the Business Interruption loss, if any, directly resulting from such order, during the Period of Liability as follows:

The period of time:

- a) Starting at the time of the actual spread of communicable disease; and
- b) Ending not later than the number of consecutive days shown in the Declarations section of this Policy.

This coverage does not cover any costs or Business Interruption loss incurred by the Insured due to any law or ordinance with which the Insured was legally obligated to comply with prior to the spread of communicable disease.

For the purpose of this coverage, the presence and spread of communicable disease will be considered direct physical damage and the expenses listed above will be considered expenses to repair such damage.

Communicable Disease Cleanup, Removal and Disposal Exclusion: As respects Communicable Disease Cleanup, Removal and Disposal, the following additional exclusion applies:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or

All coverage above must be directly resulting from access being prohibited to a described location or any portion thereof:

- a) Due to the actual presence of and the spread of communicable diseases at that described location; and
- b) As a direct result of a declaration by a civil authority enforcing any law or ordinance regulating communicable diseases.

For the purpose of this extension, the presence of and the spread of communicable diseases will be considered direct physical damage and the expenses listed in items a) and b) above will be considered expenses to repair such damage.

There will be no coverage to comply with any law or ordinance with which the Insured was required to comply had the direct physical damage not occurred.

event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

#### a) terrorism.

### 3. Emergency Evacuation Expense

This Policy covers the reasonable and necessary costs incurred by the Insured for the emergency evacuation and subsequent return of patients, tenants or lawful occupants when the Insured's management, using reasonable discretion, or a civil authority orders the emergency evacuation of a described location as a direct result of immediately impending physical loss or damage of the type insured by this Policy.

Emergency Evacuation Expense Exclusions: As respects Emergency Evacuation Expense, the following additional exclusions apply:

This Policy excludes:

- a) The cost to move personal property of patients, tenants or lawful occupants.
- b) The cost of temporary or permanent housing or lodging.
- c) Loss caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

#### 4. Fund Raising Expense

This Policy covers the expenses incurred by the Insured for fund raising activities or events when such fund raising activities or events are postponed or cancelled as a direct result of insured physical loss or damage to insured property at a location.

# [PRO RE 3100 (10/09), D.] 19. Emergency Vacating Expense:

This policy is extended to cover the reasonable vacating expenses incurred by the Insured when an authorized governmental agency or other similar authority orders the emergency evacuation of:

- a) Residents; tenants; or
- b) Lawful occupants;

From a described location as a result of immediately impending direct physical loss or damage insured by this policy that threatens imminent physical danger or loss of life to such residents; tenants; or occupants.

No coverage is provided if the evacuation results from:

- a) A planned evacuation drill;
- b) Evacuation of any resident because of a medical condition(s);
- c) A false alarm; or
- d) Terrorism or immediately impending terrorism.

# [GP-EE HC 3240 (08/11) and GE-EE HC 3200 (08/11), 5.] I. Fund Raising Expense:

This policy is extended to cover the actual loss sustained of fixed charges and expenses related to fund raising activities or events, when such fund raising activities or events are interrupted or cancelled as a direct result of

# 5. Mobile Medical and Diagnostic Equipment

This Policy covers mobile medical and diagnostic equipment, their associated supplies, and licensed vehicles owned, leased or operated by the Insured, in which such property is contained, while located anywhere in this Policy's Territory, including while in transit.

Property covered under this coverage is excluded from coverage provided elsewhere in this Policy.

Mobile Medical and Diagnostic Equipment Exclusions: As respects Mobile Medical and Diagnostic Equipment, the following additional exclusions apply:

This Policy excludes:

a) Loss or damage to vehicles caused by or resulting from collision, upset or overturn while such vehicles are being operated or being towed whether or not in motion at the time of loss.

**6. Patient and Tenant Relocation Expense** This Policy covers the reasonable and necessary patients and tenants relocation

direct physical loss or damage of the type insured by this policy to property not excluded by this policy.

# **30.** Mobile Medical and Mobile Diagnostic Equipment Floater:

This policy is extended to cover mobile medical equipment, mobile diagnostic equipment, and their associated supplies, including Insured owned and operated licensed vehicles while not at a location, and business interruption (if provided).

This extension covers such property including business interruption (if provided) while in transit within the fifty (50) United States; District of Columbia; Commonwealth of Puerto Rico; U. S. Virgin Islands; and Canada.

There will be no coverage for:

- a) Coverage provided in Section D., Extensions of Coverage, Item 16. Transit
- b) Property shipped by mail.
- c) Collision or overturn for the owned and operated licensed vehicles only while such vehicles are being operated under their own power or are being towed (whether or not in motion at the time of loss).
- d) Loss resulting from flood and/or earth movement whether or not such coverage is provided elsewhere.

The specified sub-limit for this extension of coverage is the maximum amount payable in any one occurrence regardless of the number of locations, coverages or extensions of coverage. The sub-limit for this extension of coverage cannot be combined with any other sub-limits in this policy.

[GP-EE HC 3240 (08/11) and GE-EE HC 3200 (08/11), 5.] K. Patient and Tenant Relocation Expense:

expenses incurred by the Insured to relocate and return patients, tenants or lawful occupants to other quarters within this Policy's Territory when patient rooms, rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage insured by this Policy.

Patient and Tenant Relocation Expense Exclusions: As respects Patient and Tenant Relocation Expense, the following additional exclusions apply:

This Policy excludes:

- a) Loss caused by the termination of a lease or other agreement.
- b) Security deposits, rent or other payments made to the landlord or lessors of the new quarters.
- c) Down payments, purchase price, legal fees and closing costs for the purchase of new quarters.
- d) The cost of permanent housing or lodging.
- e) Loss or damage caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

For purposes of this coverage, patient and tenant relocation expenses means the cost to:

- a) Pack and transport personal property of the type insured of patients, tenants or lawful occupants.
- b) Store such personal property while awaiting possession of other quarters or restoration of existing quarters.

This policy is extended to cover the reasonable and necessary relocation expenses incurred by the Insured to relocate:

- 1) Patients; residents; tenants; or
- 2) Lawful occupants;

To other quarters in the shortest possible time when patient rooms, rented space or living quarter(s) at a described location are made uninhabitable as a direct result of direct physical loss or damage insured by this policy.

Coverage is provided for the reasonable and necessary expenses for:

- 1) Packing, sorting, and transportation for patients; residents; tenants; or lawful occupants, including their personal property;
- 2) Re-establishing new utility services, less refunds from discontinued services, at the damaged location;
- 3) Searching for new quarters;
- 4) Disconnecting and reconnecting fixtures and equipment; and
- 5) Storage while awaiting possession of other quarters or restoration of existing quarters.

No coverage is provided for:

- 1) Loss caused by the termination of a lease or other agreement;
- 2) Security deposits or other payments made to landlords or lessors of the new quarters; or
- 3) Down payments, legal fees and closing costs for the purchase of new quarters.

- c) Search for new quarters.
- d) Disconnect and reconnect fixtures and equipment.
- e) Re-establish new utility services less refunds from discontinued services.

#### 7. Patients' Personal Property

#### 7. Patients' Personal Property

This Policy covers personal property of the type insured of patients while at a described location, when such personal property is not in the Insured's custody.

#### 8. Prizes and Giveaways

This Policy covers motor vehicles and watercraft that are prizes and giveaways in the Insured's fund raising activities or events, while anywhere within this Policy's Territory, including while in transit.

#### **27.** Patients' Personal Property:

This policy is extended to cover direct physical loss or damage of the type insured by this policy to patients' personal property of the type insured while such personal property is at a described location, whether or not such personal property is in the control of the Insured.

#### 19. Prizes and Giveaways:

This policy is extended to cover direct physical loss or damage insured by this policy to real and personal property of the type insured, including motor vehicles and watercraft, that are prizes or giveaways in the Insured's fund raising activities or events.

Section E., Property Excluded Items 7 & 8 are amended as follows:

- 7. Motor vehicles licensed for highway use or owned by officers and employees of the Insured, except motor vehicles that are prizes or giveaways in the Insured's fund raising activities or events.
- 8. Satellites, aircraft, and watercraft; except if on land, unfueled, manufactured by the Insured, at a location and prior to being sold, but coverage is provided for watercraft that are prizes or giveaways in the Insured's fund raising activities or events.

Coverage provided by this extension is limited to property while located within: the fifty (50) United States; District of Columbia; Commonwealth of Puerto Rico; U. S. Virgin Islands; and Canada.

# 9. Professional Employee Replacement Expense

This Policy covers the reasonable and necessary additional expenses above those normally incurred by the Insured during the Period of Liability to replace professional employees consisting of:

- a) Administrators;
- b) Doctors;
- c) Nurses; and
- d) Research personnel,

Who have resigned as a direct result of insured physical loss or damage to insured property at a location.

Professional Employee Replacement Expense Exclusions: As respects Professional Employee Replacement Expense, the following additional exclusions apply:

This Policy does not insure:

a) The cost of replacing third party contract employees or rehiring former employees who were employed by the Insured at the time of loss.

# 10. Removal and Restocking Expenses

This Policy covers the reasonable and necessary expenses incurred by the Insured for the removal and restocking of pharmaceutical products or medical supplies resulting from the recall of such property by the product's manufacturer or by an order of a governmental authority.

Coverage is limited to such expenses incurred in the first 90 consecutive days following the recall.

# [GP-EE HC 3240 (08/11) and GE-EE HC 3200 (08/11), 5.] J. Professional Employee Replacement Expense:

This policy is extended to cover the reasonable and necessary expense to replace professional employees, including but not limited to;

- 1) Administrators;
- 2) Doctors;
- 3) Nurses; and
- 4) Research personnel;

Who resigned as a direct result of direct physical loss or damage insured by this policy to property not excluded by this policy at a location and when the period of interruption resulting from such loss or damage exceeds thirty (30) consecutive days.

This expense does not extend to third party contract employees or the rehiring of former employees who were employed by the Insured at the time of loss. Expenses incurred by the Insured for recruiting and advertising for professional employees before and after the loss or damage will be taken into consideration by this company.

# [GP-EE RT 3240 (08/11) and GE-EE RT 3200 (08/11), 5.] J. Removal and Restocking Expenses:

This policy is extended to cover the reasonable and necessary expenses incurred by the Insured directly resulting from the Insured's compliance with the recall of a product that the Insured sells. The recall must be required by the product's manufacturer or by order of civil or military authority.

The duration of such coverage is limited to ninety (90) days from the commencement date of the recall.

Removal and Restocking Exclusions: With respect to Removal and Restocking Expenses, the following additional exclusions apply:

This Policy does not cover:

- a) Expenses for the recall of such property manufactured by the Insured, including products that the Insured incorporates into other products.
- b) Expenses for the recall of such property recalled prior to the inception date of this Policy.
- c) The cost to recall such property.
- d) The replacement cost of such property.

# 11. Research and Development Animals and Experiments

This Policy covers the following while at a described location:

- a) Research animals that are used in the Insured's research and development projects when such animals are fatally injured or their destruction is made necessary due to injuries as a direct result of insured physical loss or damage.
- b) Insured physical loss or damage to research experiments.

Research and Development Animal and Experiments Exclusions: As respects Research and Development Animals and Experiments, the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following:

a) Sickness, disease, infection, infestation, death, destruction, injury, or any medical condition, all from natural causes; escape; failure to provide adequate care,

There is no coverage for such expenses incurred for products manufactured by the Insured, including products that the Insured incorporated into other products, nor for products that were recalled prior to the inception date of this policy.

The cost of replacing such recalled product(s) is not covered.

### 26. Research and Development:

a) Research Animals

This policy is extended to cover:

- 1) Direct physical loss or damage insured by this policy at a described location to research animals used in the Insured's research and development projects. This coverage applies only if such animals are fatally injured or their destruction is made necessary due to such loss or damage; and
- 2) Project restoration costs.

Project restorations costs will be covered from the time of such physical loss or damage until the research animals are restored to the same degree of completion as existed prior to such physical loss or damage, but for no more than 24 months from the date of such physical loss or damage.

b) Research Experiments

This policy is extended to cover:

1) Direct physical loss or damage insured by this policy at a described location to research experiments; and

nourishment, medicine or sanitary conditions; contamination of animals, food or medicine; errors in testing, experimenting or other work performed.

Research and Development Animals and Experiments Valuation: On property insured under this coverage, the loss amount will not exceed the following:

- a) On research animals, the purchase price of commercially available laboratory animals plus project restoration costs. If the research animal is not replaced or the project not restored, the purchase price of the animal.
- b) On research experiments, the cost to repair, replace or restore the research experiments with others of like kind and quality plus project restoration costs. If the research experiment is not replaced or the project not restored, the replacement cost of the stock and supplies.
- c) Project restoration costs shall be limited to a 24 month period.

For purposes of this coverage:

Project restoration costs means the costs of researching, gathering and/or assembling information to restore the research animals or research experiments to the same degree of completion as existed prior to physical loss or damage insured by this Policy

Research experiments means supplies, materials or equipment that are used or consumed solely in the research and development project.

2) Project restoration costs.

This extension does not insure against loss or damage caused directly or indirectly by or resulting from the following, regardless of any other cause or event whether or not insured under this policy that contributes concurrently or in any sequence to the loss:

Sickness, disease, infection, infestation, death, destruction, injury, or any medical condition, all from natural causes; escape; failure to provide adequate care, nourishment, medicine or sanitary conditions; errors in testing, experimenting or other work performed; and contamination.

- [14. Basis of Valuation] 12) Research animals are valued at:
- (a) The purchase price of commercially available laboratory animals, not including project restoration costs. If a research animal is not replaced or restored, this company will only pay the actual cash value of such research animal.
- (b) Project restoration costs for research animals are the costs of researching, gathering and/or assembling information to restore the research animals to the same degree of completion as existed prior to direct physical loss or damage insured by this policy.
- [14. Basis of Valuation] 13) Research experiments are valued at:
- (a) The cost to replace or restore the research experiments with others of like kind and quality, not including project restoration costs. If a research experiment is not replaced or restored, this company will only pay the actual cash value of such research experiment.
- (b) Project restoration costs for research experiments are the costs of researching, gathering and/or assembling information to restore the research experiments to the same

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degree of completion as existed prior to direct physical loss or damage insured by this policy.
<b>[H. Definitions]</b> Research Experiments means supplies, materials, or equipment that is used or consumed solely in a research and development project.

AFM-2015-1 PRO WW 4100 (4/15)

#### MASTER POLICY ENDORSEMENT

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of the Policy remain unchanged.

#### 1. Master Global Insuring Policy

This Policy is designated the Master Global Insuring Policy. Coverage under this Policy shall apply only after the coverage provided under the local policy issued by this Company, its representative company(ies) or any other insurance company has been exhausted. Such local policy will be the first policy to respond in the event of loss or damage. Only upon exhaustion of coverage under the local policy, this Policy covers:

- a) The difference in definitions, perils, conditions or coverages between the local policy and this Policy; and
- b) The difference between the limit(s) of liability stated in the local policy and this Policy;

Provided that:

- i) The coverage is provided under this Policy;
- ii) The limit(s) of liability has been exhausted under the local policy; and
- iii) The deductible(s) applicable to such claim for loss or damage under the local policy has been applied. If the deductible applied in the local policy is different from the deductible that would have been applied for such loss under this Policy, then this Policy will provide for such difference in deductible.

#### AFM-2010-2

PRO WW 360 (10/09), and other form filings, as noted within each section in brackets

#### 7. Difference in Conditions

This policy covers physical loss or damage of the type insured at described locations which are insured under locally admitted policies (herein referred to as Underlyer policy) issued by this company or its Representative Company(ies). This coverage shall apply to such described locations or named locations only after the coverage provided under the Underlyer policy has been exhausted. The Underlyer policy will be the first policy to respond in the event of loss or damage and upon exhaustion of coverage under the Underlyer policy, this policy covers:

- a) The difference in definitions, perils, conditions or coverages between the Underlyer policy and this policy; and
- b) The difference between the limit(s) of liability stated in the Underlyer policy and this policy,

Provided that:

- 1) the coverage is provided under this policy;
- 2) coverage provided under the Underlyer policy has been exhausted;
- 3) the limit(s) of liability has been exhausted under the Underlyer policy; and
- 4) the deductible(s) applicable to such claim for loss or damage in the Underlyer policy has been applied.

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Any coverage provided under the local policy that is not provided under this Policy does not extend to this Policy. As respects representative company(ies) only, any insolvency or bankruptcy of the local insurance company shall be considered exhaustion of coverage under the local policy.

As respects local policies issued by companies other than this Company or its representative company(ies), the following also applies:

- a) This Policy will not cover:
- i) Any financial loss due to insolvency or bankruptcy of the insurance company issuing the local policy.
- ii) Any financial loss due to the application of deductibles, coinsurance or average clauses under the local policy.
- iii) Any difference in limits of liability between the local policy and this Policy.
- b) It is agreed that during the term of this Policy the Insured will not cancel or restrict any insurance in force at the time coverage hereunder attaches, which covers the same risk(s) as covered hereunder, without the knowledge and consent of the Company.
- c) If the local policy is cancelled, restricted or allowed to expire and not renewed without the knowledge and consent of the Company, this coverage will continue to apply as though such local policy had been maintained in full force and effect.

For purposes of this coverage, representative company(ies) means FM Insurance Company Limited; Factory Mutual Insurance Company; FM Global de Mexico; Appalachian Insurance Company or any other company issuing a local at the direction of this Company.

Any coverage provided by the Underlyer policy that is not provided in this policy does not extend to this policy. Any insolvency or bankruptcy of the Underlyer insurance company shall be considered exhaustion of coverage under the Underlyer policy.

This additional coverage does not include any difference in deductibles between the Underlyer and this policy.

Should an occurrence result in liability under more than one policy issued to the Named Insured by this company, or its Representative Company(ies), the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this policy regardless of the number of locations, coverages or perils involved.

# 2. Coinsurance Deficiency and Currency Devaluation

This Policy covers the deficiency in the amount of loss payable under the Insured's locally written policy(ies), if any, and its renewals issued by this Company or its representative company(ies), solely as the result of:

- a) The application of a coinsurance (or average) clause; or
- b) Official government devaluation of the currency in which the local policy is written,

For physical loss or damage of the type insured under such local policy(ies) to property of the type insured under this Policy.

The Insured agrees to adjust the Policy values as a result of such devaluation within 30 days after the date of the currency's devaluation.

There is no liability if the Insured is unable to recover any loss under such local policy(ies) due to intentional underinsurance by the Insured.

#### 3. Increased Tax Liability

If loss payment under this Policy cannot be made in the country where the loss happened, such loss is to be paid in the currency of this Policy in a country designated by the Insured where such payment is legally permissible. The Insured will cooperate with the Company in making every reasonable effort to pay the loss or portion of it in the country in which the loss happened.

The Company will pay the net amount required to offset local taxes on income with due consideration to any tax relief/credit that accrues because of such payment using the Formula described below. Such Formula will

# 27. Coinsurance Deficiency and Currency Devaluation

This policy covers the deficiency in the amount of loss payable under the Insured's locally written admitted primary and/or underlying policy(ies), if any, and its renewals, issued by this company or its Representative Company(ies), solely as the result of:

- a) The application of a coinsurance (or average) clause; or
- b) Official government devaluation of the currency in which the local policy is written,

For physical loss or damage of the type insured under such local policy(ies) to property of the type insured under this policy and not otherwise excluded by this policy.

The Insured agrees to adjust the policy values as a result of such devaluation within 30 days after the date of the currency's devaluation.

There is no liability under the terms of this coverage if the Insured is unable to recover any loss under such local policy(ies), and its renewals, if such inability is the result of intentional underinsurance by the Insured.

#### 26. Increased Tax Liability

This policy covers the Increased Tax Liability as described herein of the Insured for a loss covered under this policy.

a) If a loss recovery under this policy cannot be paid in the country where the loss occurred because of local law or otherwise, such loss is to be paid in the currency of this policy in a country designated by the Insured. In the event of such a payment, this company will pay in addition to the loss, the net amount required to supplement local taxes on income with due consideration to any tax relief/credit that accrues because of such payment. The amount of such additional payment is to be calculated as follows:

not apply if the calculation of additional payment results in an amount less than zero.

The actual payment under this coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss happened provided that an income tax liability is incurred.

Any payment under this coverage will be made only after completion and acceptance by the Company of audited tax returns for the period in question for both the country where a payment under this coverage is made and the country where the loss happened.

#### Formula:

Additional Payment = [a(1-c)/(1-b)] - a

#### Where:

- a = loss otherwise payable under this Policy except for operation of this coverage, after due consideration for any applicable deductible(s).
- b = the net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received.
- c = the net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where the loss happened.

The rates referred to will be the respective corporate income tax rates in effect on the date of the loss.

**4. Neighbor's Recourse and Tenant's Liability** Coverage under this provision is limited to locations within the following countries: France, the French Territories, Spain, Italy, Belgium, Greece, Portugal and Luxembourg.

This Policy covers the Insured's liability:

Additional Payment = [a(1-c)/(1-b)] - a

#### Where:

- a = Loss otherwise payable under this policy except for operation of this coverage, after due consideration for any applicable deductible(s). b = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received. c = The net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where the loss occurred.
- b) The formula herein will not apply if the calculation of additional payment results in an amount less than zero. The rates referred to herein will be the respective corporate income tax rates in effect on the date of the loss.
- c) The Insured will cooperate with this company in making every reasonable effort to pay the loss or portion thereof locally in the country in which the loss occurred.
- d) Any payment under this coverage will be made only after completion and acceptance by this company of audited tax returns for the period in question for both the country where a payment hereunder is made and the country where the loss occurred. The actual payment under this coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss occurred provided that an income tax liability is incurred.

#### 24. Tenants Legal Liability and Expense:

This policy is extended to cover direct physical loss or damage by named perils to that part of buildings of others, including permanently attached building fixtures, leased to and occupied by the Insured at a described location to the

- a) As a tenant or occupant under the articles of any civil or commercial code toward the owner for direct physical damage of the type insured to real or personal property of the type insured of the owner of the premises.
- b) Under articles of any civil or commercial code toward neighbours, co-tenants and other third parties for direct physical damage of the type insured to the real or personal property of the type insured of neighbours, co-tenants and other third parties.
- c) As landlord under articles of any civil or commercial code for direct physical damage of the type insured to the personal property of the type insured of tenants as a result of construction defects or lack of maintenance.
- d) As tenant or occupant under the articles of any civil or commercial code for total or partial loss of use by the owner of the premises resulting from direct physical damage of the type insured.

extent of the Insured's legal liability for such loss or damage.

- a) Coverage provided by this extension of coverage includes the following as respects any suit alleging loss or damage to that part of such buildings of others leased to and occupied by the Insured. The following are within and not in addition to the sub-limit of liability:
- 1) Reasonable expenses of defending the Insured against only that part of any suit alleging such physical loss or damage to that part of such buildings of others leased to and occupied by the Insured;
- 2) Reasonable expenses incurred by this company, this company's proportionate share of costs taxed against the Insured in any suit, and this company's proportionate share of interest accruing after entry of judgment until this company has paid, tendered or deposited into court its proportionate share of such judgment;
- 3) Reasonable expenses, other than loss of earnings, incurred at this company's request.
- b) Additional exclusions:

This extension does not cover:

- 1) Any loss resulting from physical loss or damage to any property caused by or resulting from terrorism, flood or earth movement.
- 2) Errors and Omissions;
- 3) Any legal liability for loss or damage assumed by the Insured under any contract or agreement, whether oral or written, expressed or implied; and
- 4) That part of any settlement by the Insured to which this company has not given its prior written consent.

# 5. Transit

Transit coverage under ADDITIONAL PROPERTY DAMAGE COVERAGE is replaced by:

This Policy covers the following insured personal property:

- a) Owned by the Insured;
- b) Of others to the extent of the Insured's interest or legal liability while in the actual or constructive custody of the Insured;
- c) Shipped to others on Free on Board (FOB), Cost and Freight (C&F) or similar terms. The Insured's contingent interest in such shipments is admitted,
- d) Of others sold by the Insured, that the Insured has agreed prior to the loss to insure during course of delivery including:
- i) When shipped by the Insured's direct contract service provider or by the Insured's direct contract manufacturer to the Insured or to the Insured's customer;

#### c) Additional Provisions:

- 1) The specified sub-limit is the maximum amount payable in any one occurrence regardless of the number of locations, coverages or extensions of coverage. The sub-limit for this extension of coverage cannot be combined with any other sub-limits in this policy.
- 2) This company may investigate, negotiate and settle any claim or suit as this company deems expedient and will not be obligated under this coverage for failure to settle for any amount within the remaining sub-limit of liability.
- 3) This company may pay, tender or deposit into court the remaining sub-limit of liability in full satisfaction of its liability under this coverage, and thereby terminate any further liability for any amount in paragraph a) above.

#### 16. Transit:

- a) This policy is extended to cover the following personal property, not otherwise excluded, while in transit:
- 1) Personal property owned by the Insured.
- 2) The interest of the Insured in, and legal liability for personal property of others while in the actual or constructive custody of the Insured.
- 3) Personal property shipped to others on Free on Board (FOB), Cost and Freight (C&F), or similar terms. The Insured's contingent interest in such shipments is admitted.
- b) This extension includes:
- 1) Direct physical loss or damage to insured property occasioned by:
- (a) Acceptance of fraudulent bills-of-lading, shipping or messenger receipts by the Insured, Insured's agent, customer or consignee(s).

ii) When shipped by the Insured's customer to the Insured or to the Insured's contract service provider or to the Insured's contract manufacturer,

While in transit within the Policy's Territory:

- a) From the time the property leaves the original point of shipment for transit; and
- b) While in transit:
- i) Within the continent in which the shipment commences; or
- ii) Between Europe and Asia for land or air shipments only,

Until delivered at the destination.

c) Coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

### This coverage:

- a) Insures physical loss or damage caused by or resulting from:
- i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts by the Insured or the Insured's agent, customer or consignee.
- ii) Any unauthorized person(s) representing themselves to be the proper party(ies) to receive the property for shipment or to accept it for delivery.

- (b) Any unauthorized person(s) representing themselves to be the proper party(ies) to receive the property for shipment or to accept it for delivery.
- 2) General average and salvage charges on shipments covered while waterborne.
- c) There will be no coverage for:
- 1) Property shipped by mail.
- 2) Shipments by air unless made via regularly scheduled airlines.
- 3) Waterborne shipments unless by inland waters; or by roll-on/roll-off ferries operating between European ports; or by coastal shipments.
- 4) Property of others, including the Insured's legal liability therefore, hauled on vehicles owned, leased, or operated by the Insured when acting as a common or contract carrier and as defined by regulatory authorities.
- 5) Any transporting vehicle.
- 6) Property excluded elsewhere in this policy.
- 7) Property shipped between continents, except by land or air between Europe and Asia.
- d) Coverage attachment and duration:
- 1) This extension covers from the time the property leaves the original point of shipment for transit. It then covers continuously in the due course of transit:
- (a) Within the continent in which the shipment commences until the property arrives at the destination within such continent; or
- (b) Between Europe and Asia for land or air shipments only, from when the shipment

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b) Covers general average and salvage charges on shipments covered while waterborne.

#### Additional Conditions:

- a) Permission is granted to the Insured, without prejudice to this insurance, to accept ordinary bills of lading used by carriers, including:
- i) Released and/or undervalued bills of lading;
  or
- ii) Shipping or messenger receipts.
- b) The Insured may waive subrogation against railroads under sidetrack agreements.
- c) The Insured may not enter into any special agreement with carriers releasing them from their common law or statutory liability.
- d) This coverage shall not inure directly or indirectly to the benefit of any carrier or bailee.

Transit Exclusions: As respects Transit, the following additional exclusions apply:

#### This Policy excludes:

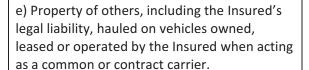
- a) Waterborne shipments unless by inland waters; or by roll-on/roll-off ferries operating between European ports; or by coastal shipments.
- b) Property shipped between continents, except by land or air between Europe and Asia.
- c) Property shipped by mail.
- d) Shipments by air unless made by regularly scheduled airlines.
- d) Any transporting vehicle.

commences until the property arrives at the destination.

- e) Additional exclusions, conditions and provisions:
- 1) Coverage is excluded for any consequential loss beyond the direct physical loss or damage to the insured property.
- 2) Coverage is excluded for property insured under any import or export ocean marine insurance. Coverage on export shipments not insured under ocean marine policies does not extend beyond the time when the property is loaded on board overseas vessel or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessel or aircraft.
- 3) Permission is granted to the Insured, without prejudice to this insurance, to accept ordinary bills of lading used by carriers, including:
- (a) Released and/or under valued bills of lading.
- (b) Shipping or messenger receipts.
- 4) The Insured may waive subrogation against railroads under sidetrack agreements.
- 5) The Insured may not enter into any special agreement with carriers releasing them from their common law or statutory liability.

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f) Property insured under any import or export ocean marine insurance.

Transit Valuation: On property insured under this coverage, the loss amount will not exceed the following:

- a) For property shipped to or for the account of the Insured: the actual invoice to the Insured, including such costs and charges (including the commission of the Insured as selling agent) as may have accrued and become legally due on such property.
- b) For property that has been sold by the Insured and shipped to or for the account of the purchaser (if covered by this Policy), the amount of the Insured's selling invoice, including prepaid or advanced freight.
- c) For property not under invoice:
- i) For property of the Insured, at the valuation provisions of the Policy applying at the place from which the property is being transported; or
- ii) For other property, the actual cash value at point of destination on the date of loss,

Less any charges saved which would have become due and payable upon arrival at destination.

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PRO RE 4100 (4/15)	PRO RE 3100 (10/09), and other form filings, as
1 NO NE 4100 (4/13)	noted within each section in brackets
	noted within each section in brackets
REAL ESTATE ENDORSEMENT	
This Endorsement is a part of this Policy and	
the terms and conditions of this Policy are	
amended as described herein. All other terms	
and conditions of this Policy remain	
unchanged.	
1. Contingent Property Coverage	
This Policy covers Real Property that is the	
contractual responsibility of the Insured's	
lessee to insure for physical loss or damage of	
the type insured when:	
a. The lessee fails to maintain such insurance;	
or	
b. Such insurance is uncollectible due to the	
insolvency of the lessee's insurer.	
Contingent Property Coverage Exclusion: As	
respects Contingent Property Coverage, the	
following additional exclusions apply:	
To the time of time of the time of time of the time of tim	
This Policy excludes:	
a. The difference in definitions, perils,	
conditions or coverages stated in the lessee's	
policy and this Policy;	
, , , , , , , , , , , , , , , , , , , ,	
b. The differences in the limit(s) of liability	
stated in the lessee's policy and this Policy.	
and the state of t	
Contingent Property Coverage will not apply	
as contributing insurance with the lessee's	
policy.	
2. Down Zoning and Rezoning Coverage	
This Policy covers the cost to replace or	
rebuild buildings, structures, machinery or	
equipment that the Insured is prohibited from	
repairing, replacing or rebuilding to the same	
height, floor area, number of units,	
configuration, occupancy or operating	
comparation, occupancy of operating	

capacity, and such prohibition is a direct result of the enforcement of any law or ordinance that:

- a. Regulates the construction, repair, replacement or use of buildings, structures, machinery or equipment;
- b. Is enforced as a direct result of insured physical loss or damage at a described location; and
- c. Is in force at the time of such loss or damage.

Down Zoning and Rezoning Exclusion: As respects Down Zoning and Rezoning, the following additional exclusions apply:

This Policy does not cover:

a. Any cost incurred as a direct or indirect result of enforcement of any law or ordinance regulating any form of contamination.

Down Zoning and Rezoning Valuation: On property insured under this coverage, the loss amount will be the difference between:

- a. The actual cash value; and
- b. The cost that would have been incurred to replace or rebuild such lost or damaged property had such law or ordinance not been enforced.

#### 3. Emergency Evacuation Expense

This Policy covers the reasonable and necessary costs incurred by the Insured for the emergency evacuation and subsequent return of tenants or lawful occupants when the Insured's management, using reasonable discretion, or a civil authority orders the emergency evacuation of a described location as a direct result of immediately impending physical loss or damage of the type insured by this Policy.

#### 19. Emergency Vacating Expense:

This policy is extended to cover the reasonable vacating expenses incurred by the Insured when an authorized governmental agency or other similar authority orders the emergency evacuation of:

- a) Residents; tenants; or
- b) Lawful occupants;

Emergency Evacuation Expense Exclusions: As respects Emergency Evacuation Expense, the following additional exclusions apply:

This Policy excludes:

- a. The cost to move personal property of tenants or lawful occupants;
- b. The cost of temporary housing or lodging; or
- c. Loss caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

#### 4. Innkeeper's Liability

This Policy covers personal property of the type insured of hotel guests while at a described location, when such personal property is not in the Insured's custody.

#### 5. Tenant Relocation Expense

This Policy covers the reasonable and necessary tenant relocation expenses incurred by the Insured to relocate and return tenants or lawful occupants to other quarters within

From a described location as a result of immediately impending direct physical loss or damage insured by this policy that threatens imminent physical danger or loss of life to such residents; tenants; or occupants.

No coverage is provided if the evacuation results from:

- a) A planned evacuation drill;
- b) Evacuation of any resident because of a medical condition(s);
- c) A false alarm; or
- d) Terrorism or immediately impending terrorism.

# [PRO 138 (4/14), Clause Text Form 7507] Innkeeper's Liability

Section B., PROPERTY INSURED, item 2., Personal Property, is amended to include:

Personal property of hotel guests, while such personal property is at a described location, whether or not that personal property is in the care, custody or control of the Insured.

The annual aggregate liability of the Company for loss under Innkeeper's liability will not exceed [ENTER \$AMOUNT HERE] during the term of this Policy.

Section E., PROPERTY EXCLUDED, item 4., is deleted in its entirety only in respects to Innkeeper's Liability.

### 24. Tenant Relocation Expense:

This policy is extended to cover relocation expenses incurred by the Insured to relocate:

a) Residents; tenants; or

this Policy's Territory when rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage insured by this Policy.

Tenants Relocation Expense Exclusions: As respects Tenant Relocation Expense, the following additional exclusions apply:

This Policy excludes:

- a. Loss caused by the termination of a lease or other agreement;
- b. Security deposits, rent or other payments made to the landlord or lessors of the new quarters;
- c. Down payments, purchase price, legal fees and closing costs for the purchase of new quarters;
- d. The cost of permanent housing or lodging; or
- e. Loss or damage caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

For purposes of this coverage, tenant relocation expenses means the cost to:

- a. Pack and transport personal property, of the type insured, of tenants or lawful occupants;
- Store such personal property while awaiting possession of other quarters or restoration of existing quarters;
- c. Search for new quarters;
- d. Disconnect and reconnect fixtures and equipment; and

b) Lawful occupants;

To other quarters in the shortest possible time when rented space or living quarter(s) at a described location are made uninhabitable as a result of direct physical loss or damage insured by this policy.

Coverage is provided for the reasonable and necessary expense of:

- a) Packing, sorting, and transportation cost for personal property;
- b) Reestablishing new utility services, less refunds from discontinued services, at the damaged location;
- c) Searching for new quarters;
- d) Disconnecting and reconnecting fixtures and equipment; and
- e) Storage costs while awaiting possession of other quarters or restoration of existing quarters.

No coverage is provided for:

- a) Loss caused by the termination of a lease or other agreement;
- b) Security deposits or other payments made to the landlord or lessors of the new quarters;
- c) Down payments, legal fees and closing costs for the purchase of new quarters; or
- d) Expenses resulting when rented space or living quarter(s) are made uninhabitable as a direct result of direct physical loss or damage caused by or resulting from terrorism.

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e. Re-establish new utility services less refunds		
from discontinued services.		

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#### RETAIL ENDORSEMENT

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of this Policy remain unchanged.

#### 1. Change of Temperature

Change of Temperature under Additional Property Damage Coverages in the Property Damage section of this Policy is replaced with the following:

This Policy covers spoilage of insured finished goods and other merchandise held for sale due to:

a) Changes of temperature or changes in relative humidity,

Directly resulting from an accidental event at a location.

### 2. Removal and Restocking Expenses

This Policy covers the reasonable and necessary expenses incurred by the Insured for the removal and restocking of finished goods and other merchandise held for sale resulting from the recall of such property by the product's manufacturer or by an order of a governmental authority.

Coverage is limited to such expenses incurred in the first 90 consecutive days following the recall.

Removal and Restocking Exclusions: With respect to Removal and Restocking Expenses, the following additional exclusions apply:

This Policy does not cover:

#### AFM-2010-15

PRO RT 3100 (11/10), and other form filings, as noted within each section in brackets

#### 27. Change in Temperature:

This policy is extended to cover spoilage of insured medical supplies and foodstuff due to:

- a) Dampness or dryness of atmosphere;
- b) Freezing;
- c) Changes of temperature; or
- d) Change in texture;

Directly resulting from an accidental event at a described location.

# [PRO GE-EE RT 3200 (08/11) & PRO GP-EE RT 3240 (08/11)] J. Removal and Restocking Expenses:

This policy is extended to cover the reasonable and necessary expenses incurred by the Insured directly resulting from the Insured's compliance with the recall of a product that the Insured sells. The recall must be required by the product's manufacturer or by order of civil or military authority.

The duration of such coverage is limited to ninety (90) days from the commencement date of the recall.

There is no coverage for such expenses incurred for products manufactured by the Insured, including products that the Insured incorporated into other products, nor for products that were recalled prior to the inception date of this policy.

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- a) Expenses for the recall of such property manufactured by the Insured, including products that the Insured incorporates into other products.
- b) Expenses for the recall of such property recalled prior to the inception date of this Policy.
- c) The cost to recall such property.
- d) The replacement cost of such property.

#### 3. Valuation

Items 2 and 4 under the Valuation clause in the Loss Adjustment and Settlement section of this Policy are replaced with the following:

- 2. On raw materials and supplies, the replacement cost.
- 4. On finished goods and other merchandise held for sale, the regular cash selling price, less all discounts and charges to which such finished goods or other merchandise held for sale would have been subject had no loss happened.

The cost of replacing such recalled product(s) is not covered.

### [14. Basis of Valuation, a)]

5) Raw materials, and supplies: the replacement cost.

#### [14. Basis of Valuation, a)]

3) Finished goods the regular cash selling price at the location where loss occurs, less all discounts and charges which the merchandise would have been subject to had no loss occurred.